Invitation to Bid (ITB)

International Competitive Bidding
For

SUPPLY OF HIV- AIDS LAB EQUIPMENTS

Name of Country- Union of Myanmar

Name of Project- National HIV/AIDS Control Programme

ITB Number and Title- UNOPS/IPO/MMOC/HIV-AIDS Lab Equip/GFATM/24/2011

1. UNOPS Myanmar acting as PR has received a Round 9 grant from the Global Fund towards the cost of the Myanmar National HIV -AIDS Control Program and intends to apply part of the proceeds of this grant to payments under the contract for which this invitation to bid is issued. UNOPS India Operations Centre (INOC/IPO)has been requested by the **Principal Recipient of the Global Fund in Myanmar** to supply on their behalf **HIV-AIDS Lab Equipments as mentioned in the Schedule of Requirement- Section III of the bid document**

2. UNOPS INOC (India Operations centre) hereby invites bids from you for the supply of the goods and services as described the **Schedule of Requirement- Section III of the bid document**.
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3. Bidding will be conducted through the One Envelope **International Competitive Bidding** procedures specified in the UNOPS Procurement Manual, The UNOPS Procurement Manual can be viewed at the UNOPS website.
(http://www.unops.org/SiteCollectionDocuments/Procurement%20docs/UNOPS%20procurement%20manual%20EN.pdf)

4. You may obtain further information by writing email to *procurementinoc@unops.org*

5. Qualifications requirements are specified in the ITB.

6. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written Application at UNOPS India Procurement Office at 138, Sunder Nagar, New Delhi-110003 or to the following email address: *procurementinoc@unops.org* and upon payment of a non refundable fee of INR 4500 or USD 100. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi-110003,India.

   The Bid Documents can also be viewed at the website http://www.unops.org/english/whatweneed/Pages/currentbusinessopportunities.aspx. Cost towards the Bid Documents downloaded, should be deposited in the form as indicated above. UNOPS will only evaluate bids of Bidders who have submitted the above payment.

   The Bidders, who have downloaded the Bid Documents, shall be solely responsible for checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.

7. Bids must be delivered as specified in the Instructions to Bidders of this ITB (please read this part carefully). **Late bids will be summarily rejected**. Bidders' representatives are invited to attend the bid opening. If you plan to attend, please advise UNOPS at least 24 hours in advance of the bid opening by sending an email to *procurementinoc@unops.org*. Please indicate the bid reference number in the email subject. A bid opening report indicating the total price of each offer is available to all Bidders upon request. As soon as a contract award has been approved by all parties, the results will be posted on http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx.

8. Please acknowledge receipt of this ITB by returning Form 1 (see Section II, Bidding Forms) as far in advance of the bid opening date as possible, to email address *procurementinoc@unops.org*, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

Pre-cleared by:

Murtada Sesay
(Senior Procurement & Supply chain officer Procurement Advisor)

Approved by:

Sonam Yangchen Rana
(Director –INOC, New Delhi)

Date: 26 August, 2011

Summary Sheet

ITB Number	**UNOPS/IPO/MMOC/HIV-AIDS Lab Equip/GFATM/24/2011**
Subject	**Procurement of HIV-AIDS Lab equipments**
Project	**National HIV-AIDS Control Programme**
Donor	**GFATM**
Bid Validity	**Up to120 days beyond the deadline for submission of bids**
Validity of Bid Security	**Up to 28 days beyond the bid validity**
Delivery term	**CPT Port of Entry Myanmar**
Installation and Commissioning	**Within 2 weeks of customs clearance**
Deadline for request for any clarifications from UNOPS IPO	**1200 hrs IST, September 09, 2011**
Last date on which clarifications are issued by UNOPS IPO	**1700 hrs IST, September 14, 2011**
Deadline for submission of tenders:	**14:00 hrs (IST:GMT+5:30), September 19, 2011**
Tender opening session:	**14:30 hrs(IST:GMT+5:30), September 19, 2011**
Contact person	**Mr. Murtada Sesay (murtadas@unops.org)**
Documents to be enclosed along with the bid	**1. Bid form** **2. Price schedule** **3. Bid security** **4. Certificate of incorporation** **5. Authorization to sign the bid** **6. ISO 9001 certificate** **7. Completed JV Form (section II), or a letter of intent to enter into such an Agreement, as applicable.** **8. An audited statement of account for past three years/ Published annual performance report** **9. Manufacturer's Authorization form, if Bidder is not the manufacturer** **10. Documentary evidence that manufacturer whose product is offered is supported by an Agent in Myanmar to take care of the after sales service.** **11. Past performance details** **12. No adverse Action Form (Section II)** **13. List of spare parts that may be required for 5 years and information about there availability in Myanmar**

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The type of Goods and Related Services to be purchased is: ***HIV -AIDS Lab Equipments as mentioned in Section III -Schedule of Requirement***

2. Source of Funds

2.1 The UNOPS Myanmar as PR has received a grant from the Global Fund towards the cost of the Myanmar HIV AIDS Control Program and intends to apply part of the proceeds of this grant to payments under the contract for which this invitation is issued

3. Fraud and Corruption

3.1 It is UNOPS policy to require that Bidders, suppliers, and contractors and their subcontractors under UNOPS contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UNOPS:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;

(ii) extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;

(iii) fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of UNOPS or other participants;

(iv) collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.

(b) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

(c) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;

(d) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;

(e) will normally requires a UNOPS vendor to allow UNOPS, or any person that UNOPS may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

3.2 Any vendor participating in UNOPS' procurement activities, shall facilitate to UNOPS personnel upon first request, all documents, records and other elements needed by UNOPS to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNOPS vendor roster and may lead to suspension following review by UNOPS Vendor Review Committee.

3.3 Vendors, their subsidiaries, agents, intermediaries and principals cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the ED and with the UNOPS Ethics Officer (during preliminary reviews in line with UNOPS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the supplier from UNOPS's list of registered vendors.

3.4 Information regarding Bid Protest can be found at:
http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx

3.5 Bidder shall strictly follow the Global Fund code of conduct as provided in the following link.
http://www.theglobalfund.org/documents/business/CodeOfConduct.pdf

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or

ii) Submit more than one bid in this bidding process, except for alternative offers permitted under Instructions to Bidders Clause 13.

4.3 A Bidder that is under a declaration of ineligibility by UNOPS in accordance with Instructions to Bidders Clause 3, at the date of contract award, shall be disqualified. Bidders shall not be eligible to submit a bid when at the time of bid submission:

1. Suppliers are already suspended by UNOPS; or,

2. Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,

3. Suppliers are suspended by the UN Procurement Division (UNPD); or,

4. Suppliers have been declared ineligible by the World Bank (see http://www.worldbank.org/debarr).

4.4 Bids may be submitted by a Joint Venture (JV). In the case of a JV:

a. The duly filled Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms must be included with the Bid; and

b. All parties to the JV shall be jointly and severally liable; and

c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:

- for and on behalf of any and all the parties of the JV during the bidding process; and

- in the event the JV is awarded the Contract, during contract execution.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.

5.2 For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of:

- Section I. Instructions to Bidders
- Section II. Bidding Forms
- Section III. Schedule of Requirements
- Section IV. General Conditions for Goods (GCG)
- Section V. Special Conditions for Goods (SCG)
- Section VI. Contract Forms

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding. Documents may result in the rejection of the bid.

6.3 Bidders are cautioned to read the specifications carefully (see Schedule III - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNOPS, if they disagree.

6.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact UNOPS in writing at *procurementinoc@unops.org*. UNOPS will respond in writing to any request for clarification, provided that such request is received no later than 7 days prior to the deadline for submission of bids. UNOPS shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, UNOPS may amend the Bidding Documents by issuing amendment.

8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from UNOPS.

8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and UNOPS, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, Spanish or French language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15;

(b) Bid Security in accordance with Instructions to Bidders Clause 21

(c) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder's eligibility to bid;

(d) documentary evidence in accordance with Instructions to Bidders Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(e) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(f) documentary evidence in accordance with Instructions to Bidders Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form and the Price Schedules using the forms furnished in Section II, Bidding Forms.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section II, Bidding Forms

13. Alternative Bids

13.1 Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:

(a) All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated.

(b) All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below. Unit prices and total prices shall be quoted as specified in Price Schedule included in Section II, Bidding Forms. Bidders are allowed the option to submit the Bid for any one or more schedules specified in the Schedule of Requirements, see Section III, and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under each schedule on a single responsibility basis. Incomplete offers for the quoted schedules will be rejected.

14.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.

14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.

14.4 The Bidder shall also submit the list of the components and spare parts, along with their numbers and unit price, that may be required in the initial period of operation of ***five years***.

15. Currencies of Bid

The Bidder shall quote in any freely convertible currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with Instructions to Bidders Clause 4, Bidders shall:

a) Complete the Bid Submission Form, included in Section II, Bidding Forms.

b) complete Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms, and provide all documents as required in the Form, including legally valid JV agreement in the event that the Bid is submitted by a Joint Venture.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with Instructions to Bidders Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section II, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section III, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for **5 years following commencement of the use of the goods by the Purchaser.**

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to UNOPS's satisfaction:

(a) that a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section II, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) the Bidder meets each of the post qualification criterion specified in Instructions to Bidders, clause 38.

20. Period of Validity of Bids

20.1 Bids shall remain valid for a period of ***120*** **days** after the bid submission deadline date prescribed by UNOPS. A bid valid for a shorter period shall be rejected by UNOPS as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, UNOPS may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Instructions to Bidders Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

21.1 A Bid Security as part of the Bidder's bid shall be required.

21.2 The Bid Security shall be in original, in favour of UNOPS , *138 Sunder Nagar, New Delhi*, in the amount which shall not be less than 2% (TWO PERCENT) of the total price quoted for the schedule, and denominated in a freely convertible currency, and shall:

(a) at the Bidder's option, be in the form of either a bank guarantee from a banking institution, as per the form included in Section II, Bidding Forms, or a demand draft, cashier's cheque or irrevocable cheque certified by a banking institution. In the event of Bidders submitting the Bid Security in the form of a cheque or demand draft, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the cheque or demand draft during the required validity period;

(b) be issued by a reputable institution selected by the Bidder. Reputable banking institutions have to be banks certified by the Central bank of the country to operate as commercial bank;

(c) be payable promptly upon written demand by UNOPS in case the conditions listed in Instructions to Bidders Clause 21.5 are invoked;

(d) remain valid for a period of ***28 days*** beyond the validity period of the bids, as extended, if applicable, in accordance with Instructions to Bidders Clause 20.2;

21.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with Instructions to Bidders Sub-Clause 21.2, shall be rejected by UNOPS as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders Clause 44.

21.5 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in Instructions to Bidders Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with Instructions to Bidders Clause 43;
(ii) furnish a Performance Security in accordance with Instructions to Bidders Clause 44;
(iii) accept the arithmetical correction in accordance with Instructions to Bidders Clause 33.

21.6 The Bid Security of a joint venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section II, Bidding Forms, JV Partner Information Form, Item 4.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 11 and clearly mark it "ORIGINAL." No copy of the bid is required.

22.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by post/courier or by hand. Bidders *shall not* have the option of submitting their bids electronically.

(a) Bidders submitting bids by post/courier or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:

- bear the name and address of the Bidder as well as the ITB reference number;
- be addressed to UNOPS in accordance with Instructions to Bidders Sub-Clause 24.1;
- bear a warning "Not to be opened by registry";
- if the envelope is not sealed and marked as required, UNOPS will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by UNOPS at 138 Sunder Nagar, New Delhi and no later September 19, 2011

24.2 UNOPS may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Instructions to Bidders Clause 8, in which case all rights and obligations of UNOPS and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 UNOPS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Instructions to Bidders Clause 24. Any bid received by UNOPS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder (or Bidders will be notified if the bid has been submitted electronically).

26. Withdrawal, Substitution, and Modification of Bids

26.1 Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

26.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 26.1 shall be shredded if there is no requirement for Bid Security or shall be returned unopened to the Bidders if a Bid Security is required.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 UNOPS shall conduct the bid opening in public at the following address, date and time**.**

- **Street Address: 138 Sunder Nagar**
- **Floor/ Room number: Conference Room**
- **City: New Delhi**
- **Country: India**
- **Date: September 19, 2011**
  Time: 14:30 hrs (IST: GMT+5:30),

27.2 Envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Prices; and any other details as UNOPS may consider appropriate. No Bid shall be rejected at Bid opening except for late bids, in accordance with Instructions to Bidders Sub-Clause 25.1.

27.3 UNOPS shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and the Bid.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence UNOPS in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Bidders Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UNOPS on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, UNOPS may, at its discretion, ask any Bidder for a clarification of its Bid. UNOPS's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

30. Responsiveness of Bids

30.1 UNOPS's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

UNOPS considers material deviation to include but not to be limited to the following situations:

(d) <u>During preliminary examination of bids (verification of formal criteria)</u>:

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
- The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc..
- Non historical documents required in the ITB, i.e. document specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided.

(e) <u>During technical evaluation of bids and qualification of Bidders</u>:

- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.
- Bidders do not meet the minimum post-qualification requirements.

(f) <u>During financial evaluation of bids</u>:

- The Bidder does not accept the required price correction as per ITB conditions.

- The Bidder offers less quantity than what is required.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, UNOPS:

(a) may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

(b) may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

(c) shall correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

32. Preliminary Examination of Bids

32.1 UNOPS shall examine the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Clause 11 have been provided, and to determine the completeness of each document submitted.

33. Examination of Terms and Conditions and Technical Evaluation

33.1 UNOPS shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCG, Section IV, and in the Schedule of Requirements, Section III.

33.2 If, after the examination of the terms and conditions and the technical evaluation, UNOPS determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, UNOPS shall convert all bid prices expressed in amounts in various currencies into an amount in *INR* using the United Nations exchange rates established for the month in which the bids are opened.

35. Domestic Preference

35.1 Domestic preference shall not be a factor in bid evaluation.

36. Evaluation of Bids

36.1 UNOPS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, UNOPS shall consider the following:

(a) evaluation will be done for each schedule.

(b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;

(c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;

36.3 UNOPS's evaluation of a bid will exclude and not take into account:

(a) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

37. Comparison of Bids

37.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced technically compliant offer, in accordance with Instructions to Bidders Clause 36.

37.2 Bid comparison will be made on the total CPT cost, delivered at **Myanmar Sea Port**

38. Post -Qualification Assessment

38.1 UNOPS shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid has the experience and financial & production capability to perform the Contract satisfactorily.

38.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNOPS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.3 After determining the lowest priced substantially compliant offer in accordance with Instructions to Bidders Sub-Clause 37.1, UNOPS shall carry out the post-qualification of the Bidder and its manufacturer in accordance with Instructions to Bidders Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

38.4 That the Bidder is represented by an Agent in the country equipped and able to carry out the Supplier's after sales maintenance, repair and spare parts & consumables-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

A) Manufacturer Bidders

The Bidder shall furnish documentary evidence that it meets the following financial requirement:

(a) Certification of incorporation in the country of Manufacture.

(b) Intention to form a Joint Venture, if applicable, specifying the financial stakes of each of the joint venture partners.

(c) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The bidders should have generated annual sales turnover of minimum of equivalent to 5 times the total quoted price in any one of the last three years to qualify for the schedule quoted. For multiple schedule the requirement will be cumulative.

In support of this Bidder shall submit the all financial statements for last 3 years. The bidder will also submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

A bidder will be excluded if: They are bankrupt or being wound up, or are in any similar situation where there is reasonable amount of doubt about the capacity of bidder in carrying out the obligations of a possible resulting contract.

(d) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. The bidder must have manufactured and supplied specific Goods to the extent of at least 80 % of the quantity as mentioned under “Schedule of Requirements” during any one of the last three years and should be in use satisfactorily with no adverse report. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods as specified above.

2. Bidder should be in continuous business of manufacturing / supplying and providing sale services of specific equipments during the last 3 years prior to bid opening. Details of experience and past performance of the bidder on Equipments offered within the past three years and details of current contracts in hand and other commitments (suggested Performa given in Section II, Bid Forms).

3. Details and experience of the agent in Myanmar equipped to perform after sales service.

4. ISO 9001 certificate issued by a third party authorized agency.

5. A detailed description of the Goods essential technical and performance characteristics

6. The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

7. The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

8. Reports on financial standing of the bidder such as profit and loss statements, balance sheets and audited financial statement for the last three years, with accompanying audit report, banker's certificate, etc duly certified by a CA.

9. A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Equipments for a period of 5 years following installation .

B) Non- Manufacturer Bidders

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (A) above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and:

a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section II] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and

b) Certification of incorporation of the bidder.

c) The bidder, as authorized by the manufacturer (Manufacturer Authorization form to be enclosed), has supplied and provided after sales service to specific Goods in Myanmar to the extent of at least 50 % of the quantities indicated in the Schedule of Requirements during the last 2 years.

d) The bidder should have annual sales turnover of minimum of equivalent to 3 times the total price quoted in any one of the last three years to qualify for a schedule. The requirement will be cumulative for multiple schedules. The bidder will also submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

(C) <u>For Both (A) and (B)</u>

Additional Qualification requirements:

a) The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered.

b) The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder and the manufacturers whose products are being offered by the bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.

c) Details of Persons that UNOPS may contact for requests for clarification during bid evaluation in Form 3, Section II

i. Name:
ii. Tel number (direct):
iii. Email address

d) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. For Banks from outside India the details of the correspondent Bank in India in Form 3, Section II

NOTE- In pursuant to clause 4.2 (ii), a firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 13) or as supplier/sub-contractor to Bidder(s). A firm that submits more than one bid either individually or, as a member of a joint venture or, as supplier/sub-contractor to Bidder(s), will cause all the bids within the same schedule with the firm's participation to be disqualified.

38.5 Notwithstanding anything stated above, UNOPS reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

38.6 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc.

39. UNOPS's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 UNOPS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

40.1 In the event of a Contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40.2 Prior to contract award, the successful Bidder(s) may be requested to send prototype of the requested products to the end-user in. The cost for sending the prototype will be at the charge of the Bidder.

40.3 Before the award of Contract, UNOPS may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.

41. UNOPS's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements, provided this does not exceed *20%*, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Publication of Contract Award

42.1 UNOPS shall publish in UNOPS website (http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx) the following information: the ITB Reference Number, the Description of the Goods / Services procured, the Beneficiary Country, The Supplier Name and Country, the Contract Value and the Issue Date of the Contract. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 44, UNOPS will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 21.4.

43. Signing of Contract

43.1 Prior to the expiration of the period of bid validity, UNOPS shall send the successful Bidder the Contract and the Special Conditions for Goods.

43.2 Within *15* days of receipt of the Contract, the successful Bidder shall sign, date, and return it to UNOPS.

44. Performance Security

44.1 Within 15days of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCG, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

Section II. Bidding Forms

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1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: UNOPS
India Procurement Office
138, Sunder Nagar,
New Delhi – 110 003

Fax/email: +91 11 *24328400/401*
procurementinoc@unops.org

From: _____
_____
_____

Subject: ITB, UNOPS case no.: UNOPS/IPO/MMOC/HIV-AIDS Lab Equip/GFATM/24/2011– Project no. *00073811*

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

( ) The requested products are not within our range of supply
( ) We are unable to submit a competitive offer for the requested products at the moment
( ) The requested products are not available at the moment
( ) We cannot meet the requested specifications
( ) We cannot offer the requested type of packing
( ) We can only offer FCA prices
( ) The information provided for quotation purposes is insufficient
( ) Your ITB is too complicated
( ) Insufficient time is allowed to prepare a quotation
( ) We cannot meet the delivery requirements
( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
( ) We do not export
( ) Our production capacity is currently full
( ) We are closed during the holiday season
( ) We had to give priority to other clients' requests
( ) We do not sell directly but through distributors
( ) We have no after-sales service available
( ) The person handling the bids is away from the office
( ) Others (please specify)
( ) We would like to receive future ITBs for this type of goods
( ) We don't want to receive ITBs for this type of goods

If UNOPS has questions to the bidder concerning this NO BID, UNOPS should contact Mr./Ms._____, phone/email _____, who will be able to assist.

2. Check-List Form

[Please fill in and include with your Bid]

[The list of activities below must reflect what is required as per the Instructions to Bidders, the BDS, and Sections III and IV. Delete this comment once the list of activities has been completed]

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed as all the Bidding Forms provided in Section II; i.e.:			
- Bid / No bid Confirmation			
- Bidder Information			
- Joint Venture Partner Information and associated documents as per Instructions to Bidders Sub Clause 4.4			
- Bid Submission Form			
- Price Schedule			
- Authorization to sign the bid form			
- Bid Security (in the correct form, and indicating the correct amount and correct validity period)			
- Performance Statement			
- No adverse action form			
Have you provided the document/information as per Instructions to Bidders Clauses:			
- ISO 9001 certificate			
- Documentary evidence of presence in Myanmar for providing after sales service			
- Financial statements of last 3 years			
- Available Production Capacity			
- If non manufacturer, Manufacturer Authorization Form			
- List of spare parts that may be required for 5 years			

3. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]
Date: [insert date (as day, month and year) of Bid Submission]
ITB No.: [insert number of bidding process]

1. Financial information

<table>
<tr><th colspan="6">A. Manufacturer INFORMATION:</th></tr>
<tr><td colspan="2">Company Name :</td><td colspan="2">Parent Company name (If applicable)</td><td colspan="2">Web Site URL (If applicable)</td></tr>
<tr><td colspan="3">Main Street Address</td><td colspan="3">SECOND Street Address (Please provide purpose of second address)</td></tr>
<tr><td>City</td><td>State/Province/Country</td><td>Postal Code</td><td colspan="3">City State/Province/Country Postal Code</td></tr>
<tr><td></td><td></td><td></td><td colspan="3"></td></tr>
<tr><td colspan="3">Country</td><td colspan="3">Country</td></tr>
<tr><td colspan="2">Contact Person</td><td>Phone</td><td colspan="2">Alternate Contact Person</td><td>Phone</td></tr>
<tr><td colspan="2" rowspan="2">Name :</td><td></td><td colspan="2" rowspan="2">Name:</td><td></td></tr>
<tr><td>Fax</td><td>Fax</td></tr>
<tr><td colspan="3">Title:</td><td colspan="3">Title:</td></tr>
<tr><td colspan="3">Email Address:</td><td colspan="3">Email Address:</td></tr>
<tr><th colspan="6">B. Non – Manufacturer INFORMATION:</th></tr>
<tr><td colspan="2">Company Name :</td><td colspan="2">Parent Company name (If applicable)</td><td colspan="2">Web Site URL (If applicable)</td></tr>
<tr><td colspan="3">Main Street Address</td><td colspan="3">SECOND Street Address (Please provide purpose of second address)</td></tr>
</table>

City	State/Province/Country	Postal Code	City State/Province/Country Postal Code		
Country			Country		
Contact Person Name :		Phone Fax	Alternate Contact Person Name:		Phone Fax
Title:			Title:		
Email Address:			Email Address:		

C. BANKING INFORMATION:

Name of Banking Institute	Beneficiary Name of Account (Name as it appears on account)	
Street Address	Branch Name	Phone
City State/Province/Country Postal Code (Zip) Country		

Bank transwire code information

Bank Account Number (max. 17 digits)	Account Type ☐ Checking ☐ Savings ☐ Other
ABA No. 9 digits (for US banks only) Bank ID (e.g. Transit No., BSB No., Sort Code, BLZ No.)	SWIFT/BIC Code, 8 or 11 digits (not applicable to US banks) Branch ID (if applicable)
IBAN (Required for European banks)	Bank Account Currency ☐ US$ ☐ Other (PLEASE SPECIFY) Currency of Payment ☐ US$ ☐ Other (PLEASE SPECIFY)

Bank transwire code information for Intermediary Bank*, if applicable

Name of Intermediary Bank	Address of Intermediary Bank

ABA No. 9 digits (for US banks only)	SWIFT /BIC Code
Bank Account No. (of the beneficiary bank with the intermediary bank)	

* If more than one **Intermediary Bank,** please complete the bottom part twice

2. Expertise of Organization: Please fill in (Both Manufacturers & Non-Manufacturers as applicable)

Organization structure (e.g. service provider, wholesaler, trader, manufacturer)	
Years of company experience	
Areas of expertise of organization	
Current Licenses if any, and Permits (with dates, numbers and expiration dates)	
Heath Authority Registration Information	
Production Capacity	

3. Quality Assurance Certification:

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory	

4. Expertise of Staff:

Total number of staff	
Number of staff involved in similar supply contracts	

5. Client Reference List:

- Please provide references such as client details, commercial bank details, etc.

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			

6. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

Name/Surname	
Tel Number (direct)	
Email address (direct):	

PS: This person must be available during the next two weeks following receipt of bid

4. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].
Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

Page _____ of_ _____ pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*
2. JV's Party legal name: *[insert JV's Party legal name]*
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*
4. JV's Party Year of Registration: *[insert JV's Part year of registration]*
5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*
6. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with Instructions to Bidders Sub-Clauses 4.1 and 4.2. ☐ JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

5. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
ITB No.: *[insert number of bidding process]*
Invitation to Bid No.: *[insert No of ITB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Amendment No.: _____*[insert the number and issuing date of each Amendment];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply._____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method:_____ *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period of time specified in Instructions to Bidders Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with Instructions to Bidders Clause 44 and GCC Clause 12 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries_____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

(h) We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 4.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, in accordance with Instructions to Bidders Sub-Clause 4.3;

2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:_____ *[insert signature of person whose name and capacity are shown]*
In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of:_____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6. Price Schedule Form

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by UNOPS in the Schedule of Requirements.]*

BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder):	

	BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):						
Schedule No.	DESCRIPTION	QTY (a).	Currency:				
			Unit Price FCA nearest Port (b)	Total Price FCA nearest Port C= (a)x(b)	Unit Price CPT Port of Entry in Myanmar(pl specify port) (d)	Total Price CPT Port of Entry in Myanmar(pl specify port) e= (a)x(d)	Total Freight (f)= (e)-(c)
1.	Biochemical Analyzer (Automatic)	1					
2.	Electric Centrifuge	2					
3.	Hematological Analyzer	6					
4.	Biochemical Analyzer (Semi-Automatic)	5					
5.	Spectrophotometer	1					
6.	Autoclave	8					
TOTAL							

BIDDER'S DISCOUNT FOR ACCELERATED PAYMENT **____% of total firm price for each calendar day less than thirty (30) days**

BIDDER'S DELIVERY DATA					
Country of origin of offered products:	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				
	Schedule 6				
Time required for offering the good fir Inspection:	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				
	Schedule 6				
Time required for delivery and installation after dispatch clearance	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				
	Schedule 6				
Shipment dimensions of offered products (Including package):		Gross weight	Total volume	Containers (if applicable):	
				Number	Size
	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				

	Schedule 6				

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS **WITHIN THE REQUIRED BID VALIDITY PERIOD** , THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

Exact name and address of company

COMPANY NAME_____

ADDRESS_____

_____

PHONE NO._____ FAX NO. _____

EMAIL ADDRESS OF CONTACT PERSON_____

OTHER EMAIL ADDRESSES_____

AUTHORIZED SIGNATURE **DATE**

NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

FUNCTIONAL TITLE OF SIGNATORY

WEB SITE_____

7. Bid Security (Bank Guarantee) Form

[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____
[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of UNOPS]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No. *[ITB number]* ("the ITB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by UNOPS during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____
[signature(s)]

8. Performance Statement Form
(For the period of last three years)

Bid no:_____ Date of Opening:_____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder

_____

Countersigned by and seal of Chartered Accountant ----------

To be attached: Documentary evidence

9. No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

a. No adverse action has been taken against the Bidder *(insert Bidder's name)* and the manufacturers *(insert manufacturer's names)* whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.

b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder *(insert Bidder's name)* and the manufacturers *(insert manufacturer's names)* whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

   (indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature_____
Name_____
Designation with stamp____
Date_____

Section III. Schedule of Requirements

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UNOPS

Schedule of Requirement

Schedule Number	Product detail	Unit	TOTAL QUANTITY
1.	Biochemical Analyzer (Automatic)	Number	**1**
2	Biochemical Analyzer (Semi-Automatic)	Number	**2**
3	Electric Centrifuge	Number	**6**
4	Hematological Analyzer	Number	**5**
5.	Spectrophotometer	Number	**1**
6.	Autoclave (21 L)	Number	**8**

Quantity and Delivery schedule for each Sub Recipients (SRs)

Schedule 1.

Biochemical Analyzer (Automatic)

Name of the SR (Sub- Recipients)	Unit	Total Qty	Delivery Time
UNION	Number	1	100% by November 2011

Schedule 2:

Biochemical Analyzer (Semi-Automatic)

Name of the SR (Sub- Recipients)	Unit	Total Qty	Delivery Time
UNION	Number	2	100% by November 2011

Schedule 3:

Electric Centrifuge

Name of the SR (Sub- Recipients)	Unit	Total Qty	Delivery Time
MDM	Number	6	100% by November 2011

Schedule 4:

Haematological Analyzer

Name of the SR (Sub- Recipients)	Unit	Total Qty	Delivery Time
UNION	Numbers	4	100% by November 2011
AMI	Numbers	1	100% by November 2011

Schedule 5:

Spectrophotometer

Name of the SR (Sub- Recipients)	Unit	Total Qty	Delivery Time
AMI	Number	1	100% by November 2011

Schedule 6:

Autoclave

Name of the SR (Sub- Recipients)	Unit	Total Qty	Delivery Time
ALLINACE	Number	2	100% by November 2011
MDM	Number	6	100% by November 2011

Terms of Delivery: CPT Port of entry in Myanmar (Pl specify port/airport in Price schedule)

Special Packaging Requirement- Separate packaging for each SR.

Special Labelling Requirement- Apart from requirement given in Technical specification and GCC &SCC the following should also be clearly printed on the outer packing-

a. UNOPS logo
b. Name of the Sub-Recipient (SR)

Technical Specifications

Bidders are required to complete the following with “Yes”, “No” or specific information requested for the items being supplied. Answers such as “see specifications attached”, are unacceptable. Your bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the “Our minimum requirements” columns of the comparative data tables below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that UNOPS should know in order to evaluate the bid properly.

Schedule 1: Biochemical Analyzer (Automatic)

Specifications	Pl Fill in
1 Description of Function	
1.1 For analysis of serum, plasma, urine, cerebrospinal fluid (CSF), haemolysate and whole blood.	Yes/No
2 Operational Requirements	
2.1 A discrete, patient-prioritized, automated random access clinical chemistry analyzer. For chemistries, immunoglobulin, drug assay etc., in blood/urine/fluid, with ISE electrolyte analyzer (Na+,K+,Cl). Independent calibration of photometer and electrolyte analysis.	Yes/No
3 Technical Specifications	
3.1 Analysis Method: a) Spectrophotometry: Colorimetry and turbidimetry b) Potentiometry- Direct and indirect	Yes/No
3.2 Optics & Wavelength range- Tungsten Halogen Lamp with Photodiode Sensor Measurement principle- Bichromatic Light Absorbance, Automatic wavelength selection by multiposition filter wheel OR holographic grating technology. Selections from wavelengths of 340-700 nm	Yes/No
3.3 Throughput: 400 and above test points per hour, with ISE (Na,K,Cl).	Yes/No
3.4 Output Port: RS 232 Serial Port/USB Port	Yes/No
3.5 System: Open System	Yes/No
3.6 Date Processor: Pentium computer with instrument operating and data management software, windows Operating System, min 10 GB hard disk, CD-ROM, 12" colour monitor, Laser printer. Storage of 100,000 patients' data.	Yes/No
3.7 Reagents: Start-up reagent packs	Yes/No
3.8 Accessories: Deionizer with suitable water output capacity	Yes/No
3.9 ISE Electrodes for Na, K and Cl measurements;	Yes/No
3.10 On-board menu of over 50 tests .	Yes/No
3.11 Calibrator/Controls Positioning on Sample or Reagent Tray	Yes/No
3.12 Realtime viewing of the workflow	Yes/No

3.13 Sample system : Capacity- 6 racks with 10 sample positions for tubes or cups. Facility for primary tube loading and also for sample cup loading. Continuous loading of Sample Specimen: Serum, Plasma, Urine, CSF, Whole Blood, Homogeneous Fluids After initial loading of at least 60 samples, continuous loading afterwards. Automatic sample dilution	Yes/No
3.14 Sample volume :2-300 microlitres.	Yes/No
3.15 Reagent volume : 2- 600 microliters	Yes/No
3.16 Reagent storage: On-board refrigerated chamber should accommodate >40 Reagent bottles	Yes/No
3.17 Incubator :Protected water/ dry bath at 37 deg C	Yes/No
3.18 Distilled water tank- 10 liters	Yes/No
3.19 Optical Linearity- 2.5 A at 340 mm and 3.0 at other wavelengths	Yes/No
3.20 Cuvettes: Hard glass polystyrene strain and scratch resistant, reusable. On board laundry for washing and drying. Independent monitoring of cuvettes for easy replacement and correction.	Yes/No
3.21 Probes : Independent probes for sample and reagent. Teflon coated nonsticky with fluid level sensor	Yes/No
3.22 safety mechanism for probes: Clot detection and probe crash detection	Yes/No
3.23 Auto rerun of abnormal samples should be possible.	Yes/No
3.24 Quality control : Quality control options with statistical analysis. Integrated validation of tests.	Yes/No
3.25 Data processing : Of process during run , such as, between test calculations, Sample blank correction, correlative corrections; normal, Panic, dynamic and repeat run range adjustment, reagent absorbance and reaction mixture absorbance check; abnormal values, pending list and repeat run list etc.	Yes/No
3.26 Data output:80 column compactable printer OR SUITABLE LASER PRINTER	Yes/No
4 System Configuration Accessories, spares and consumables	
4.1 Automated Random Access Discrete Chemistry Analyzer - qty 1.	Yes/No
4.2 Compatible deionizer with auto electro recharging facility, inclusive of pre treatment chamber.- OPTION Price to be quoted	Yes/No
4.3 Trial kits for various parameters, multi-calibrators and multi-controls - 1 set.	Yes/No
4.4 ISE Electrodes for Na, K and Cl measurements - qty 1 each.	Yes/No
4.5 Data Processor Computer with printer etc as specified above - qty 1.	Yes/No

5 Environmental factors 5.1 Shall meet IEC-60601-1-2:2001 (or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility	Yes/No
5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%	Yes/No
5.3 Thu unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%	Yes/No
5.4 Complete installation of the system including water input and drainage system has to be installed	Yes/No
6 Power Supply 6.1 Power input :220-240V/ 50 Hz AC Single phase or 380-400V AC 50 Hz Three phase fitted with appropriate Indian plugs and sockets.	Yes/No
6.2 Suitable Servo controlled Stabilizer/CVT	Yes/No
6.3 UPS of suitable rating for one hour backup minimum has to be provided.	Yes/No
7 Standards, Safety and Training 7.1 Certified for meeting IEC 60601-1-4 Medical electrical equipment - Part 1-4: General requirements for safety - Collateral Standard: Programmable electrical medical systems	Yes/No
7.2 Attach original manufacturer's product catalogue and specification sheet. Photocopy/ computer print will not be accepted. All technical data to be supported with original product data sheet. Please quote page number on compliance sheet as well as on technical bid corresponding to technical specifications.	Yes/No
7.3 Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450	Yes/No
7.4 Should be FDA or CE approaved product	Yes/No
7.5 Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activities.	Yes/No
8 Documentation 8.1 User manual in English	Yes/No
8.2 Certificate of calibration and inspection.	Yes/No
8.3 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.	Yes/No
8.4 Service manual in English	Yes/No
8.5 List of important spare parts and accessories, with their part numbers and cost.	Yes/No
8.6 List of Equipment available for providing calibration and routine Preventive Maintenance Support, .as per manufacturer's documentation in service/technical manual.	Yes/No
8.7 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.	

Schedule 2: Electric Centrifuge

Specifications	Pl Fill in
1 Description of Function	
1.1 Centrifuges are required in the Laboratory to separate various components of Blood and any other liquid sample for analysis	Yes/No
2 Operational Requirements	
2.1 Aerodynamic compact construction for vibration free performance	Yes/No
2.2 Table top version	Yes/No
3 Technical Specifications	
3.1 Microprocessor controlled, swing out rotor	Yes/No
3.2 Maximum speed: 3,500 -4,500 rpm	Yes/No
3.3 The centrifuge must be capable of generating RCF in excess of 2,000 X g.	Yes/No
3.4 Should be able to spin 8 tubes 13 X 75 mm or 13 X100 mm at a time	Yes/No
3.5 The system should have brush less induction drive	Yes/No
3.6 Dynamic braking for rapid stop without cell disturbance	Yes/No
3.7 System should have safety features such as lid lock and lid interlock.	Yes/No
3.8 System should have touch keypads for data entry and large LED displays for good visibility	Yes/No
3.9 Noise level should be less than 60dB.	Yes/No
3.10 Body should be made of strong fabricated & corrosion resistent steel	Yes/No
3.11 Should have a digital timer	Yes/No
4 System Configuration Accessories, spares and consumables	
4.1 System as specified-	Yes/No
5 Environmental factors	
5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.	Yes/No
5.2 The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%	Yes/No
5.3 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%	Yes/No
6 Power Supply	
6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug	Yes/No
6.2 Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260 V and output 220-240 V and 50 Hz)	Yes/No
7 Standards, Safety and Training	
7.1 The supplier should be ISO certified for quality standards.	Yes/No
7.2 Should be FDA , CE,UL or BIS approved product	Yes/No
7.3 Should comply with IEC/TR 61010-3-02: Safety requirements for electrical equipment for measurement, control, and laboratory use - Part 3-020: Conformity verification report for IEC 61010-2-020:1992 Particular requirements for laboratory centrifuges"	Yes/No
7.4 Comprehensive warranty for 2 years and 5 years AMC after warranty	Yes/No

8 Documentation	
8.1 User/Technical/Maintenance manuals to be supplied in English.	Yes/No
8.2 Certificate of calibration and inspection from manufacturer.	Yes/No
8.3 List of Equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service/technical manual.	Yes/No
8.4 List of important spare parts and accessories with their part number and costing.	Yes/No
8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist	Yes/No

Schedule 3: Hematological Analyzer

Specifications	Pl Fill in
1 Description of Function	
1.1 Automated Hematology Analyzer is used to count various types of blood cells and measure associated parameter in the blood.	Yes/No
2 Operational Requirements	
2.1 Automatic Hematology Analyzer that measures 18 parameters including 5-part differential of WBC is required complete with printer.	Yes/No
3 Technical Specifications	
3.1 Parameters to be measured INCLUDE WBC, RBC, HGB,HCT,MCV, MCH, MCHC, RDW, PLT, MPV, PCT, PDW % and #NEU, LYM, MON, EOS, BAS,	Yes/No
3.2 Histogram WBC 5-part diff distribution, RBC distribution, PLT distribution.	Yes/No
3.3 Identification by Alphanumeric, Barcode reader	Yes/No
3.4 Sample volume: CBC 30 µL. and DIFF 55 µL(APP)	Yes/No
3.5 Throughput MIN 80 SAMPLES PER HOUR	Yes/No
3.6 Operating Sample Modes-Autoload 10 racks (100 tubes) capacity Sample mixing with end-over-end tube rotation Closed or open tube STAT mode	Yes/No
3.7 Integrated validation station with LCD Touch Screen	Yes/No
3.8 The sampling probe should be automatically cleaned off, so that any blood stack doesn't occur.	Yes/No
3.9 It should take only 60-65 seconds to acquire the measurement result	Yes/No
3.10 Various sensors should check the condition of the instrument. If any abnormality is detected, an error message be displayed so that occurrence of trouble is prevented	Yes/No
3.11 Integrated thermal printer OR Suitable Laser Printer	Yes/No
3.12 On board memory for about 200-250 tests records.	Yes/No
3.13 Monitoring and flagging functions.	Yes/No
3.14 Automatic startup , Electronic self checks, rinsing and background count check and automatic cleaning in case of blockage in capillary/ bubble in fluid. Should have the facility for automatic re run of the sample	Yes/No
3.15 Should be complete with Autoloader for continuous loading .	Yes/No
3.16 Should have memory to store 10,000 patient data	Yes/No
4 System Configuration Accessories, spares and consumables	
4.1 System as specified-	Yes/No
4.2 Reagents and printer paper for at least 1000 test should be provided.	Yes/No
5 Environmental factors	
5.1 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%	Yes/No
5.2 Thu unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%	Yes/No
6 Power Supply	
6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug	Yes/No
6.2 Resettable over current breaker shall be fitted for protection	Yes/No
6.3 Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260 V and output 220-240 V and 50 Hz)	Yes/No
6.4 Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.	Yes/No

7 Standards, Safety and Training	
7.1 Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activities.	Yes/No
7.2 Should be compliant with IEC 61010-1:(or any international equivalent eg EN/UL 61010) covering safety requirements for electrical equipment for measurement control and laboratory use	Yes/No
7.3 Should be FDA , CE,UL or BIS approved product	Yes/No
7.4 Comprehensive training for lab staff and support services till familiarity with the system.	Yes/No
8 Documentation to be provided at the time of installation and at the time of bidding	
8.1 User/Technical/Maintenance manuals to be supplied in English.- At installation	Yes/No
8.2 Certificate of calibration and inspection.- At installation	Yes/No
8.3 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual. With bidding	Yes/No
8.4 List of important spare parts and accessories with their part number and costing- With bid	Yes/No
8.5 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.	Yes/No
8.6 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point , if not substantiated with authenticated catalogue/manual, will not be considered.- With bid	Yes/No

Schedule 4: Biochemical Analyzer semi-automatic

Specifications	Pl Fill in
1 Description of Function	
1.1 For analysis of serum, plasma, urine, cerebrospinal fluid (CSF), haemolysate and whole blood.	Yes/No
2 Operational Requirements	
2.1 Semi-automated Chemistry Analyser with built-in software for calculation and curve plotting. It should accept all types of curve fits such as Log-log, Log-linear, Exponential, point to point. User-programmable memory for up to 50 chemistries minimum, programmable by the user.	Yes/No
3 Technical Specifications	
3.1 Light Source: Quartz Halogen Lamp	Yes/No
3.2 Wavelength Range: Automatic selection by at least 8 position filter wheel ranging 340 – 770 nm.	Yes/No
3.3 Photometric Range: 0 to 3.0 Absorbance.	Yes/No
3.4 Calculation Modes: - Absorbance/concentration - End point with factor or standard. - Enzyme kinetics with factor or standard. - Fixed time with factor or standard. - Differential mode with factor or standard. - Polygonal multi standard (Calibration Curve). - Nonlinear software for Elisa should be included.	Yes/No
3.5 Kinetics: - Delta determination. - Incubation Time 1 to 999 second. - Interval Time 1 to 999 second - Should be programmable with increment of 1 second for faster reading in kinetic tests.	Yes/No
3.6 Aspiration system: - Programmable sipping volume from 100 – 1000 - Automatic calibration of sipping volume. - Automatic adjustment of sipping time. - Facility for air purge in between 2 samples to avoid carry-over.	Yes/No
3.7 Quality Control:- At least 2 controls per test.	Yes/No
3.8 Programme: - Levey Jennings plot (optional) - High/Low flags.	Yes/No
3.9 Flow Cell:- Metal with quartz window, measuring volume of about 25ul. - Temperature control by Peltier element.	Yes/No
3.10 Computer connection: Possibility to take repeat readings of reaction solution aspirated flow cell for kinetics.	Yes/No
4 System Configuration Accessories, spares and consumables	
4.1 As specified	Yes/No
5 Environmental factors	
5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.	Yes/No
5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%	Yes/No
5.3 Thu unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%	Yes/No

6 Power Supply	
6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug	Yes/No
6.2 Resettable overcurrent breaker must be fitted for protection.	Yes/No
6.3 Suitable Servo controlled Stabilizer/CVT	Yes/No
6.4 Suitable UPS with maintenance-free batteries for minimum one hour backup, should be supplied with the system.	Yes/No
7 Standards, Safety and Training	
7.1 Should be FDA , CE,UL or BIS approved product	Yes/No
7.2 Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450	Yes/No
7.3 Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activities.	Yes/No
8 Documentation	
8.1 User manual in English	Yes/No
8.2 Service manual in English	Yes/No
8.3 Certificate of calibration and inspection.	Yes/No
8.4 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet.Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.	Yes/No
8.5 List of important spares and accessories, with their part numbers and cost.	Yes/No
8.6 List of Equipment available for providing calibration and routine maintenance support as per manufacturer's documentation in service / technical manual.	Yes/No
8.7 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly specified.	Yes/No

Schedule 5: Spectrophotometer

Specifications	Pl Fill in
1 Description of Function	
1.1 UV/Vis spectroscopy is routinely used in the quantitative determination of solutions of transition metal ions and highly conjugated organic compounds. It measures the intensity of light passing through a sample (I), and compares it to the intensity of light before it passes through the sample (Io). In a single beam instrument, all of the light passes through the sample cell. Io must be measured by removing the sample.	Yes/No
2 Operational Requirements	
2.1 Single beam spectrophotometer	Yes/No
2.2 Self check & self diagnostic facility	Yes/No
2.3 Auto wavelength calibration facility	Yes/No
3 Technical Specifications	
3.1 Spectral	Yes/No
Range 340-950 nm	
Bandwidth 5.0 nm	
Accuracy + 2.5 nm	
Readability 2.5 nm	
Repeatability + 2.5 nm	
3.2 Photometric	Yes/No
Range 0 - 1.999 Abs	
Accuracy + 0.05 at 1.0 Abs	
Repeatability + 0.01 Abs	
Baseline Stability + 0.01 Abs/hr	
Stray light < 0.5% at 340 nm	
3.3 Light Source: Tungsten (W) Halogen lamp	Yes/No
3.4 Detector: Photo Diode	Yes/No
3.5 Detection Mode	Yes/No
%T 0.1	
Abs. 0.001	
Conc. 1Count	
3.6 Minimum Two cell Sample Holder	Yes/No
3.7 Supplied with 6 Cuvettes of 10 mm path length	Yes/No
4 System Configuration Accessories, spares and consumables	Yes/No
4.1 As specified	
5 Environmental factors	
5.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.	Yes/No
5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%	Yes/No
5.3 Thu unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%	Yes/No
6 Power Supply	
6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug	Yes/No
6.2 Suitable Servo controlled Stabilizer/CVT	Yes/No
6.3 UPS of suitable rating shall be supplied for minimum 1 hour backup for the entire system	Yes/No
6.4 Resettable over current breaker shall be fitted for protection	Yes/No

7 Standards, Safety and Training	
7.1 Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450	Yes/No
7.2 Should be FDA , CE,UL or BIS approved product	Yes/No
7.3 Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activities.	Yes/No
8 Documentation	
8.1 User Manual in English	Yes/No
8.2 Service manual in English	Yes/No
8.3 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job descriptin of the hospital technician and company service engineer should be clearly spelt out.	Yes/No
8.4 Certificate of calibration and inspection.	Yes/No
8.5 List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.	Yes/No
8.6 List of important spare parts and accessories with their part number and costing.	Yes/No
8.7 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.	Yes/No

Schedule 6: Autoclave

Specifications	Pl Fill in
1 Description of Function	
1.1 Steam Sterilisers or Autoclaves are required to provide sterile systems or objects under high temperature and high-pressure steam.	Yes/No
2 Operational Requirements	
2.1 Suitable for surgical instruments and autoclavable accessories.	Yes/No
3 Technical Specifications	
3.1 Pressure Cooker Type steam autoclave with Pressure vessel containing a perforated basket with feet, cover with rubber seal, pressure gauge, pressure regulator, safety valve.	Yes/No
3.2 Material of construction: Metal pressure vessel, cover and basket in aluminum, seals of silicone rubber	Yes/No
3.3 Chamber capacity app 21 liters.	Yes/No
3.4 Operating temperature: 121 deg C. at 1 Bar equivalent of steam pressure.	Yes/No
3.5 Steriliser should be provided with chamber of Internal dimensions: Dia app 30 cm, height: app 30cm	Yes/No
3.6 Spring loaded safety valves	Yes/No
3.7 Pressure gauge to be graduated up to 1.5kg/cm²	Yes/No
3.8 SS baffle for even steam distribution in the chamber	Yes/No
3.9 Safety lock for door : pressure lock safety device	Yes/No
4 System Configuration Accessories, spares and consumables	
4.1 System as specified with following additional spares and accessories: - gasket or sealing ring (3 nos) - steam release valve (1no) - safety valve (2no) - pressure valve (1 no) - replacement handle (2 no) - Hot Plate- 1500 KW -Syringe holder for 2,5 & 10 ml syringes. - Suitable Timer (Mechanical) for 60 minute duration. -TST Control emulating indicator (colour change from yellow to purple/blue)- for 200 cycles	Yes/No
5 Environmental factors	
5.1 Certified to be meeting the specifications by a National Accredited Lab and adhering to pressure safety norms	Yes/No
5.2 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%	Yes/No
5.3 The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%	Yes/No
6 Power Supply	
6.1 Power input to be 220-240VAC, 50Hz	Yes/No
7 Standards, Safety and Training	
7.1 Comprehensive training for lab staff and support services with all precautionary steps.	Yes/No
7.2 Should be FDA , CE,UL or BIS approved product	Yes/No

8 Documentation to be supplied alongwith the bid	
8.1 Copy of User/Technical/Maintenance manuals to be supplied in English.	Yes/No
8.2 Type testing Certificate of calibration and inspection by any Govt Accredited Lab	Yes/No
8.3 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.	Yes/No
8.4 List of important spare parts and accessories with their part number and costing.	Yes/No
8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly specified.	Yes/No
8.6 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.	Yes/No

List of Related Services Required

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Installation, Commissioning, Performance or supervision of the assembly and/or start-up of the supplied Goods .This shall be carried out within the time indicated in Schedule of Requirement above.

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of equipment at the time of delivery.

(d) After sales service and Comprehensive maintenance during the warranty period.

(e) After sales service beyond the warrant period.

(f) After sales service should be available to Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs excluding the travel time.

Outer Packaging and Labelling Specifications

There shall be separate packing for different SRs, indicated in the Schedule of Requirement. UNOPS logo and Name of the SR shall be printed on the outer Packaging and shall be clearly visible from 5 meters.

Quality Control

UNOPS may arrange for performance inspection through an independent agency, which should not influence the Supplier's regular installation procedures.

In the event a defect is noticed during the commissioning of the equipments, supplier shall be asked to rectify the defect or replace the equipments.

Defect

On reception, in case of the detection of a defective product either in the quality of a product or in any other aspects such as packaging, the Supplier will be requested to replace the complete quantity at its own cost.

Complaints

Any complaint from The UNOPS or the recipient countries will be handled by the Supplier according to its internal standard operating procedures, and pursuant to the provisions relating to provisions as set out in the General and Special Conditions of Contract.

Section IV. General Conditions for Goods

[In the event of an order, the UNOPS General Conditions will apply. The conditions are also available at: http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx under "Guidelines to suppliers > UNOPS general conditions of contract".]

1. Legal Status Of The Parties:	UNOPS and the Vendor shall each be referred to as a "Party" hereunder and each Party acknowledges and agrees that: 1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes. 1.2 The Vendor shall have the legal status of an independent Contractor vis-à-vis UNOPS, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities. 1.3 If the Vendor is a joint venture, consortium or association, all of the Parties shall be jointly and severally liable to UNOPS for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of joint venture, consortium or association shall not be altered without the prior consent of UNOPS.
2. Definitions:	2.1 GOODS AND SERVICES: Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are attached. Services are hereinafter deemed to include services ancillary to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract. 2.2 TRADE TERMS: Whenever an Incoterms is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.
3. Contract Price:	Prices charged by the Vendor for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustment authorized in writing by UNOPS.
4. Packaging Of The Goods:	The Vendor shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the

	instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNOPS as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The Vendor shall have no right to any return of the packing materials.
5. Transportation And Freight:	Unless otherwise specified in the Contract (including in any INCOTERMS 2010) the Vendor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Vendor shall ensure that UNOPS receives all necessary transport documents in a timely manner so as to enable UNOPS to take delivery of the Goods in accordance with the requirements of the Contract.
6. Export Licensing:	The Vendor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNOPS under the Contract. The Vendor shall procure any such export license in an expeditious manner.
7. Delivery Of Goods:	The Vendor shall hand over or make available the Goods, and UNOPS shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless specifically stated in the Contract (including in any INCOTERMS 2010) the entire risk of loss, theft, damage to, or destruction of the Goods shall be borne exclusively by the Vendor until physical delivery of the Goods to UNOPS in accordance with the terms of the Contract. The Vendor shall provide to UNOPS such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNOPS.
8. Inspection Of The Goods:	8.1 All goods shall be subject to inspection and testing by UNOPS or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNOPS. 8.2 If any inspection or test is made on the premises of Vendor or its supplier, the Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Vendor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Vendor or supplier. 8.3 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor of any of its warranties or the performance of any obligations under the Contract.
9. Acceptance Of Goods:	Under no circumstances shall UNOPS be required to accept any Goods that do not conform to the specifications of or requirements of the Contract. UNOPS may condition acceptance of the Goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNOPS be obligated to accept any Goods unless and until UNOPS has had a reasonable opportunity to inspect the Goods following delivery of the Goods in accordance with the requirements of the Contract. If the Contract provides for UNOPS to issue a written acceptance for the Goods, the Goods shall not be deemed accepted

	unless and until UNOPS in fact provides such written acceptance. Payment by UNOPS does not imply acceptance of Goods nor of any related work or services under this Contract.
10. Rejection Of Goods:	10.1 Notwithstanding any other rights of, or remedies available to, UNOPS under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNOPS may, at its sole option, reject or refuse to accept the Goods, and the Vendor agrees promptly to: 10.1.1 Provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNOPS; or 10.1.2 If UNOPS explicitly agrees in writing, repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or 10.1.3 Replace the Goods with Goods of equal or better quality; and 10.1.4 Pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery of any replacement Goods to UNOPS. 10.2 In the event that UNOPS elects to return any of the Goods, UNOPS may procure the Goods from another source, and in addition to any other right of, or remedies available to, UNOPS under the Contract, the Vendor shall be liable for any additional cost beyond the balance of the Contract price resulting there from, including, inter alia, the costs of engaging in such procurement, and UNOPS shall be entitled to compensation from the Vendor for any reasonable expenses incurred for preserving and storing the Goods for the Vendor's account.
11. Title:	Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Vendor to UNOPS upon delivery of the Goods and their acceptance by UNOPS in accordance with the requirements of the Contract.
12. Performance Security:	If required, the Vendor shall within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount determined by UNOPS. The proceeds of the performance security shall be payable to UNOPS as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The performance security shall be returned by UNOPS to the Vendor not later than thirty (30) days following the date of Completion of the Vendor's performance obligations under the Contract, including any warranty obligations.
13. Warranties:	13.1 **Goods Warranties:** Without limitation of any other warranties stated in or arising under the Contract, the Vendor warrants and represents that: 13.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by UNOPS to the Vendor, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination; 13.1.2 If the Vendor is not the original manufacturer of the Goods, the Vendor shall provide UNOPS with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;

	13.1.3 The Goods are of the quality, quantity and description required by the Contract; 13.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets; and 13.1.5 The Goods are new and unused. The Vendor shall remain responsive to the needs of UNOPS for any services that may be required in connection with any of the Vendor's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNOPS in accordance with the Contract. During any period in which the Vendor's warranties are effective, upon notice by UNOPS that the Goods do not conform to the requirements of the Contract, the Vendor shall promptly and at its own expense correct such nonconformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or fully reimburse UNOPS for the purchase price paid for the defective Goods; and If having been notified by any means, the Vendor fails to remedy the defect within a reasonable period of time, UNOPS may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which UNOPS may have against the Vendor under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of UNOPS according to the circumstances of the Contract. 13.2 **Mines:** The Vendor represents and warrants that neither it, its parent entities (if any), nor any of the Vendor's subsidiary or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind. 13.3 **Sexual Exploitation:** The Vendor represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged by the Vendor to perform any obligation under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Vendor represents and warrants that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Vendor from exchanging any money, Goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind. 13.4 **Fundamental Principles and Rights at Work**: The Vendor warrants that its personnel or any other staffs involved in the project activities under this Contract

	complies with the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. These universal rights, as applied in the context of ILO, are freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation. The Vendor acknowledges and agrees that any breach of the warranty shall entitle UNOPS to terminate the present Contract immediately without incurring any liability toward the Vendor.
14. Encumbrances And Liens:	The Vendor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNOPS against any monies due to the Vendor or to become due for any work done or against any Goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Vendor.
15. Indemnification:	15.1 The Vendor shall indemnify and hold harmless UNOPS, its officials, agents and employees at its own expense from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to: 15.1.1 Allegations or claims that the use by UNOPS of any patented device, any copyrighted material, or any other Goods or services provided to UNOPS for its use under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Vendor's published specifications therefore, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or 15.1.2 Any acts or omissions of the Vendor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation. 15.2 In addition to the indemnity obligations set forth in this Article 15, the Vendor shall be obligated, at its sole cost and expense, to defend UNOPS and its officials, agents and employees, pursuant to this Article, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. 15.3 UNOPS shall advise the Vendor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Vendor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNOPS or any matter relating thereto, for which only UNOPS itself is authorized to assert and maintain. 15.4 In the event the use by UNOPS of any Goods or services provided to UNOPS by the Vendor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Vendor, at its sole cost and expense, shall, promptly, either:

	15.4.1 Procure for UNOPS the unrestricted right to continue using such Goods or services provided to UNOPS; 15.4.2 Replace or modify the Goods or services provided to UNOPS, or part thereof, with the equivalent or better Goods or services, or part thereof, that is non-infringing; or 15.4.3 Refund to UNOPS the full price paid by the UNOPS for the right to have or use such Goods or services or part thereof.
16. Liquidated Damages:	Except under the circumstances of Force Majeure as described under Article 24, if the Vendor fails to deliver any or all of the Goods by the date(s) of delivery or perform the services tied to the delivery of Goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to Article 20.
17. Proprietary Rights:	17.1 Except as is otherwise expressly provided in writing in the Contract, UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Vendor has developed for UNOPS under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract and the Vendor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNOPS. 17.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Vendor: (i) that pre-existed the performance by the Vendor of its obligations under the Contract, or (ii) that the Vendor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNOPS does not and shall not claim any ownership interest thereto, and the Vendor grants to UNOPS a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. 17.3 At the request of UNOPS, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNOPS in compliance with the requirements of the applicable law and of the Contract. 17.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Vendor under the Contract shall be the property of UNOPS, shall be made available for use or inspection by UNOPS at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNOPS authorized officials on completion of work under the Contract.
18. Changes:	UNOPS may at any time by written instruction vary the general scope of this Contract by twenty percent (20%) above or below the original Contract price. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Vendor for adjustment under this paragraph

	must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; providing, however, that UNOPS may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Article 33. However, nothing in this Article shall excuse the Vendor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNOPS unless it is in writing and signed by a duly authorized official of UNOPS.
19. Termination For Convenience:	19.1 UNOPS may, upon notice to the Vendor, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for UNOPS' convenience, the extent to which performance of the Vendor under the Contract is terminated and the date upon which such termination becomes effective. 19.2 Upon receipt of notice of termination, the Vendor shall take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. 19.3 In the event of Termination for Convenience, no payment shall be due from UNOPS to the Vendor except for Goods satisfactorily delivered prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNOPS may request the Vendor to complete. To the extent that the computation of such payment due from UNOPS may not make the Vendor whole in respect of termination under this provision, the Vendor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Article 18 above.
20. Termination For Default:	20.1 UNOPS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract, in whole or in part if: 20.1.1 the Vendor fails to deliver any or all of the Goods within the period specified in the Contract: 20.1.2 the Vendor fails to perform any other obligation under the Contract; 20.1.3 the Vendor, in the judgment of UNOPS, has engaged in fraud and corruption, as described in clauses 26.2 and 26.3, in competing for or in executing the present Contract: 20.1.4 the Vendor breaches the warranty regarding mines set forth in Article 13.2: 20.1.5 the Vendor breaches the warranty regarding sexual exploitation set forth in Article 13.3: 20.1.6 the Vendor breaches the warranty regarding Fundamental Principles and Rights at Work set forth in Article 13.4: 20.1.7 the Vendor attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNOPS or any organization of the United Nations system:

	20.1.8 the Vendor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; 20.1.9 the Vendor is granted a moratorium or a stay or is declared insolvent; 20.1.10 the Vendor makes an assignment for the benefit of one or more of its creditors; 20.1.11 a receiver is appointed on account of the insolvency of the Vendor; 20.1.12 the Vendor offers a settlement in lieu of bankruptcy or receivership; 20.1.13 UNOPS reasonably determines that the Vendor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Vendor to perform any of its obligations under the Contract: or 20.1.14 the Vendor assigns the Contract without UNOPS' consent: 20.2 The Vendor shall be bound to compensate UNOPS for all damages and costs, including, but not limited to, all costs incurred by UNOPS in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.1 above, and resulting from or relating to a termination of the Contract, even if the Vendor is adjudged insolvent. The Vendor shall immediately inform UNOPS of the occurrence of any of the events specified in Article 20.1 above, and shall provide UNOPS with any information pertinent thereto. 20.3 The provisions of this Article are without prejudice to any other rights or remedies of UNOPS under the Contract, including any right to terminate the Contract. 20.4 Upon the occurrence of one of the events included in Article 20.1.3 to Article 20.1.13, UNOPS shall be entitled to terminate the Contract immediately.
21. Remedies For Default:	21.1 In case of failure by the Vendor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the Goods by the agreed delivery date, after giving the Vendor written notice to perform, and without prejudice to any other rights or remedies available to UNOPS, UNOPS may exercise one or several of the remedies listed in Article 10.1.
22. Consequences Of Termination:	22.1 In the event of any termination of the Contract, upon receipt of notice of termination by UNOPS, the Vendor shall, except as may be directed by UNOPS in the notice of termination or otherwise in writing: 22.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract, and in doing so, reduce expenses to a minimum; 22.1.2 Place no further orders for Goods or other materials, except as UNOPS and the Vendor agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated; 22.1.3 Transfer title and deliver to UNOPS any Goods remaining to be

	delivered as stipulated in the notice of termination; and 22.1.4 Take any other action that may be necessary, or that UNOPS may direct in writing, for the protection and reservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Vendor and in which UNOPS has or may be reasonably expected to acquire an interest. 22.2 In the event of any termination of the Contract, UNOPS shall not be liable to pay the Vendor except for those Goods delivered to UNOPS in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the Vendor's receipt of notice of termination from UNOPS.
23. Confidentiality:	23.1 UNOPS and the Vendor, its agents, employees, subcontractors and servants shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Vendor may furnish to its subcontractor such documents, data, and other information it receives from UNOPS to the extent required for the subcontractor to perform its work under the Contract, in which event the Vendor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Vendor. 23.2 UNOPS shall not use such documents, data and other information received from the Vendor for any purposes unrelated to the Contract. Similarly, the Vendor shall not use such documents, data and other information received from UNOPS for any purpose other than the performance of the Contract. 23.3 The obligation of a Party under the two foregoing paragraphs shall not apply to information that: 23.3.1 Now or hereafter enters the public domain through no fault of that Party; 23.3.2 Can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or 23.3.3 Otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality. 23.4 The provisions of this Article 23 shall survive completion or termination, for whatever reason, of this Contract.
24. Force Majeure:	24.1 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Vendor. The Vendor acknowledges and agrees that, with respect to any obligations under the Contract that the Vendor must perform, or for any areas in which UNOPS is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such

	areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract. 24.2 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Vendor shall give notice and full particulars in writing to UNOPS, of such occurrence or cause if the Vendor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Vendor shall also notify UNOPS of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the Vendor shall also submit a statement to UNOPS of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. On receipt of the notice or notices required hereunder, UNOPS shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract. 24.3 If an event of *force majeure* exists and the Vendor fails, within seven (7) days of such event to give notice in writing to UNOPS pursuant to Article 24.2, and if the Vendor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNOPS shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, except that the period of notice shall be seven (7) days. In any case, UNOPS shall be entitled to consider the Vendor permanently unable to perform its obligations under the Contract in the case of the Vendor's suffering any period of suspension in excess of ninety (90) days.
25. Source Of Instructions:	The Vendor shall neither seek nor accept instructions from any authority external to UNOPS in connection with the performance of its obligations under the Contract. Should any authority external to UNOPS seek to impose any instructions on the Vendor regarding the Vendor's performance under the Contract, the Vendor shall promptly notify UNOPS and shall provide all reasonable assistance required by UNOPS. The Vendor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNOPS, and the Vendor shall perform its obligations under the Contract with the fullest regard to the interests of UNOPS.
26. Benefits, Corruption And Fraud:	26.1 The Vendor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the United Nations system. The Vendor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract as specified in Article 20.1.7. 26.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any UNOPS representative, official, employee or other agent of UNOPS or any organization of the UN system in the selection process or in the execution of the Contract. 26.3 Fraud means a misrepresentation or omission of fact or facts in order to influence the selection process or the execution of the Contract.
27. Use Of Name, Emblem Or	The Vendor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNOPS, nor shall the

Official Seal Of UNOPS	Vendor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNOPS, or any abbreviation of the name of the United Nations or UNOPS in connection with its business or otherwise without the written permission of the United Nations or UNOPS.
28. Assignment:	28.1 The Vendor shall not, except after obtaining the prior written approval of UNOPS, assign, transfer, pledge or make any other disposition of this Contract or any part hereof or of any of the Vendor's rights or obligations hereunder, except with the prior written authorization of UNOPS. The Vendor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Party's operations, provided that: 28.1.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and 28.1.2 Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Vendor's assets or ownership interests; and 28.1.3 The Vendor promptly notifies UNOPS of such assignment or transfer at the earliest opportunity; and 28.1.4 The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract and such writing is promptly provided to UNOPS following the assignment or transfer. 28.2 However, should the Vendor become insolvent or should control of the Vendor change by the virtue of insolvency, UNOPS may, without prejudice to any other right or remedy, terminate this Contract in accordance with Article 20.
29. Non-Waiver Of Rights:	The failure by UNOPS to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by UNOPS of any such right or any remedy associated therewith, and shall not relieve the Vendor of any of its obligations under the Contract.
30. Non-Exclusivity:	Unless otherwise specified in the Contract, UNOPS shall have no obligation to purchase any minimum quantities of Goods from the Vendor, and UNOPS shall have no limitation on its right to obtain Goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
31. Taxes:	31.1 Article II, Section 7 of the Convention on Privileges and Immunities of the United Nations provides, inter alia, that the United Nations and its subsidiary organs are exempt from all direct taxes, except charges for public utility services, and are exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Vendor shall immediately consult with UNOPS to determine a mutually acceptable procedure. 31.2 The Vendor authorizes UNOPS to deduct from the Vendor's invoice any amount representing such taxes, duties or charges, unless the Vendor has consulted with UNOPS before the payment thereof and UNOPS has, in each instance, specifically authorized the Vendor to pay such taxes, duties or charges under written protest. In that event, the Vendor shall provide UNOPS with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNOPS shall reimburse the Vendor for any such taxes, duties or charges so authorized by UNOPS and paid by the Vendor

	underwritten protest.
32. Amicable Settlement:	The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL") or according to such other procedure as may be agreed between the Parties in writing.
33. Arbitration:	Any dispute, controversy or claim between the Parties arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding article within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of Goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the Goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Interbank Offered Rate ("LIBOR") at the date when the claim was referred to arbitration, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.
34. Privileges And Immunities:	Nothing in or relating to this Contract shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, of which UNOPS is an integral part.

Section V. Special Conditions of Contract

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.

GCC 3	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 5	The delivery term is CPT Port of Entry, Myanmar. Cargo Insurance will be arranged by UNOPS.
GCC 7	**The details of shipping and/or other documents, to be furnished by the Supplier are:** **(The supplier shall send an advance notification of arrival of Goods along with the Scanned copy of following shipping documents to UNOPS Myanmar Office and a copy to UNOPS India Office and consignee at least 10 days prior to arrival of goods by email. Originals shall accompany the shipment)** 1. Two original Commercial invoice, indicating …… as consignee – one original to be sent to Consignee along with the shipment and one to UNOPS India Office for payment. 2. AWB/Bill of lading 3. Packing list identifying contents of each package; 4. Supplier's Certificate of Origin; 5. Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required); and 6. Dispatch Clearance Certificate issued by UNOPS. 7. Any other/additional procurement – specific document(s) required for delivery/payment purposes. Any delivery date or time specified in the Purchase Order shall be of the essence and failure to deliver within the time promised or specified shall enable The UNOPS to release himself from any obligation to accept or pay for the Goods, and/or to cancel all or part of the Purchase Order without prejudice in either case to his other rights and remedies. Delivery documents should be made available by the Supplier to the UNOPS. Part-deliveries may be made only with the prior written consent of The UNOPS. UNOPS may refuse to accept un-authorised part-deliveries.

GCC 8.4	The inspection and test procedure is specified in Technical Specifications. Regardless of any pre-shipment inspection (and the result thereof), if conducted, all goods may be subject to inspection/audit and quality control testing by UNOPS/ The Global Fund or its designated representatives, to the extent practicable, at all times and places, including during the period of manufacture and, in any event, prior to final acceptance. UNOPS/The Global Fund or Sub-Recipients may also carry out quality control testing of the Goods even after the acceptance of Goods by consignee. If any inspection/audit or test is made on the premises of the Supplier and/or the manufacturer, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors of UNOPS/ The Global Fund in the performance of their duties. All inspections and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect/audit and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming Goods nor impose liabilities on The UNOPS therefore. The Supplier shall maintain a Quality Assurance system to guarantee the quality of the goods. All records related to this Quality Assurance system and related to the Purchase Order shall be kept complete and made available by the Supplier to The UNOPS during the performance, pursuant to this Order and for twenty four (24) months thereafter or for such other period as may be specified in this Order.
GCC 11	The transfer of ownership for Goods shall be made in accordance with the applicable INCOTERMS and at the time of the quantitative and qualitative reception of all the Goods ordered at the agreed place of delivery.
GCC 12	(a) Within 15 days issue of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10 % of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations including warranty obligations. (b The Performance Security shall be unconditional and irrevocable and in the form of either: • An unconditional Bank Guarantee • A Demand Draft • A Cashier's Cheque • A Certified Cheque In the event of Vendors submitting the Performance Security in the form of a Cheque or Demand Draft in favour of UNOPS, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the Cheque or Demand draft during the required period. Banks issuing Performance Securities must be acceptable to the UNOPS Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank.

	The Performance Security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price, and shall have a validity period of sixty (60) days after the date of completion of all the contractual obligations. UNOPS reserves the right to request an extension of the Performance Security. Discharge of the Performance Security within 30 days of completion of Warranty obligations. The Performance Security shall then be returned to the Vendor by UNOPS. (c) In the event of any amendment issued to the Contract, the Supplier shall, within fourteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended. (d) UNOPS reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNOPS reserves the right to request an extension of the performance security.
GCC 35	**Add clause 35- Payment** 80% Payment shall be made within thirty (30) days after receipt of Goods, based on the proof of delivery and the presentation of the Signed Invoice and delivery documents as mentioned in SCC 7. Prices of the Goods shall be as stated in the Purchase Order. 20% payment shall be made after satisfactory installation and commissioning of the equipments and on receipt of Consignee‘s certificate of successful installation.
GCC 36	**Add clause 36- Warranty and After sales service** **a) Warranty** Free Comprehensive Maintenance and Repair services including testing & calibration, labour and spares shall be provided by the Supplier during the period of warranty of 3 years after installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. The Supplier shall provide the Consignee along with the delivery of the Goods, the location, detailed addresses, phone number etc. of Service centres as per the list submitted by the Supplier with the Bid. They should have spares as detailed available with each centre on replenishment basis i.e. the spares should be replaced in the inventory within a week of the usage of the same. At any point of time the spares parts should be adequate to take care of the warranty obligations and during the life cycle of the equipment The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier’s maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 48 hours. During the Warranty, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 347 days out of a period of 365 days. (i.e. 95% uptime). 8 hours non functioning of the equipment may be considered as one day down time. Essential period to shut down

	the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required. Failure to arrange for the immediate repair / replacement of equipments will make the Supplier liable for a penalty at the rate of 0.075% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period. **After Sales Service:** **The supplier is still need to provide after sales service and test and reagents beyond the Warranty period till the end of the life of the equipment.**
GCC 37	**Add clause GCC 37- Notices** The Purchaser's addresses for notice purposes is: India Operations Centre - IPO United Nations Office for Project Services (UNOPS), 138, Sunder Nagar, New Delhi 11003, India Fax: 91-11-24328400/401 Tel: 91-11-30417400/500 Email: procurementinoc@unops.org The Supplier's address for notice purposes is:

Section VI. Contract Forms

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1. Contract Form

In the event of a Contract, the successful Bidder shall receive this form duly filled.

Purchase Order No.:		**Project No. :**			
P.O. DATE :	IMPORTANT: All shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBERS.				
SHIP BY:					
CONSIGNEE:		**VENDOR No:**			
Attn.:		**Attn.:**			
Tel.:		**Tel.:**			
Fax:		**Fax:**			
DELIVERY TERMS (INCOTERMS 2010):					
PAYMENT TERMS:					
ITEM	**DESCRIPTION**	**QTY**	**U/M**	**UNIT PRICE**	**TOTAL PRICE**
1					
2					
Special Terms and Conditions					
A. This purchase order is subject to our Invitation to Bid, Ref. No.: XXXXX dated XXXXX and according to your offer dated ….; B. Notify Party; C. Final Destination; D. Other information, if any:; E: Attachments: General Conditions for Goods, Packing and Shipping Instructions, others if any.					
CURRENCY :			**GRAND TOTAL:**		
Date:					
Queries should be addressed to:					
Buyer: Name, Title, Tel.					
ON BEHALF OF UNOPS:					
Name of Procurement Authority, Title, Business Unit					
ACKNOWLEDGEMENT COPY:					
Vendor's Signature:			**Date:**		
UNOPS, Office, Address, Country, Tel, Fax					
This Purchase Order may only be accepted by the Vendor's signing and returning the Acknowledgement Copy. Acceptance of this Purchase Order shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the Conditions of this Purchase Order, including the General Conditions for Goods of the United Nations Office for Project Services (UNOPS) and any UNOPS attachments (hereinafter collectively referred to as "This Contract"). No additional or inconsistent provisions proposed by the Vendor shall bind UNOPS unless agreed to in writing by a duly authorised official of UNOPS. UNOPS General Conditions for Goods are available at UNOPS website at http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx under General conditions of contract. If your company is unable to access the document, Please send an e-mail or fax request to: insert e-mail address and fax number of contact person and the UNOPS General Conditions for Goods will be sent to you electronically or by fax.					

2. Performance Security

[Insert: No Performance Security shall be requested or the bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ITB No. and title*: [insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*
Beneficiary: *[insert legal name and address of UNOPS]*
PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*
We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.
At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[1]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*,[2] and any demand for payment under it must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.
[Signatures of authorized representatives of the bank and the Supplier]

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1 *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.*

2 *Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNOPS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to UNOPS's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*